The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

ZANGO, INC., Plaintiff, v. PC TOOLS PTY, LTD., Defendant.	NO. 07-CV-00797 JCC SECOND DECLARATION OF GREGG BERRETTA

I, GREGG BERRETTA, declare as follows:

1. I am Director of Industry Affairs for Zango. I make this declaration based on personal knowledge.

2. On May 30th, I discovered that PC Tools had acquired a company in Colorado called Novatix. The Novatix acquisition was notable because of the Cyberhawk software product that they already have in the market. Testing of the Cyberhawk software showed that Zango software was damaged in nearly identical ways to the earlier Spyware Doctor ways seen previously. The results of our tests are attached as Exhibit 1.

3. On May 29th, I installed Spyware Doctor (ver. 5.0.0.184) on my home PC in Bellevue, WA. After running a scan of my home PC, I noticed that my website bookmark to my

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corporate email address at mail.180solutions.com had been deleted. I conferred with my engineers and learned that the behavior was occurring because of PC Tools insistence on blocking any reference to domains that mention "180solutions." I was never provided a choice as to whether I wanted my work email bookmark deleted from my browser and I never expected such behavior given that the web address is an internal email server for Zango employees.

4. On May 31, 2007, I searched the internet for earlier versions of Spyware Doctor 5.0.0.169. I was able to locate numerous pages offering the software for free download. Upon downloading and installing the software, I noticed the identical behavior as the 5.0.0.169 reviewed on May 11. Testing was specifically carried out to allow a period of time for any type of "auto update" but unfortunately no automatic update was forthcoming. My installation of Zango was damaged and I was prevented from installing Zango if the 5.0.0.169 was in its default active state. The results of our tests are attached as Exhibit 2.

5. PC Tools states in their filings that the "Starter Edition" available from Google has been updated to 5.0.0.185 and that all harms have been resolved. This is untrue for a variety of reasons:

- The software forming the basis for our original claim (ver. 5.0.0.169) is still available across the internet, even if not from Google. See exhibit 2.
- Because the .169 version of Starter Edition did not contain an auto-update feature, the millions of users that installed .169 are effectively shut off from Zango as customers without even knowing it.
- The testing we've performed shows that the current version of 5.0.0.185 damages our customers' ability to upgrade to the Premium version. Zango tested on May 20 and

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found that it prevented Zango customers from upgrading to a paid "Premium Version" of our software. This causes us to incur support costs and prevents inbound income.

- The acquisition of Novatix ensures that PC Tools has a product beyond Spyware Doctor that will damage Zango. Because the Cyberhawk product is already in the market, we can safely assume that a whole new set of potential customers is being prevented from installing our software.
- All PC Tools software that we've tested continues to label Zango and our software titles as "infections" thereby causing unnecessary fear on the part of our customers. The modification of labels, while appreciated, does not go far enough to eliminate the concerns our customers will have regarding our products. Clearly, when someone pays for the Premium version of our software, it is difficult to say that our software is "Potentially Unwanted." Given our plain language disclosures, ad labeling, and multiple notifications that our software is present on the user's machine, it is extremely unlikely that anyone currently using our software doesn't "want it."

6. The relief sought by Zango is the least burdensome interim remedy we could seek from PC Tools.

- It costs PC Tools nothing to update their detection databases with slightly modified databases that don't include Zango's products.
- There is zero additional coding or effort on the part of PC Tools to modify the detection database. It is as simple as find and remove.

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- PC Tools has the ability to update all of its millions of users and does so multiple times per day.
- The updates to the PC Tools detection databases are independent of the updates to the client software. Thus, the detection database updates are truly automatic and ensure the cessation of ongoing financial and reputation harm to Zango.
- Zango's testing has proven that there is no other way to ensure the damage from the millions of customers using .169 will stop.

Response to Declaration of Benjamin Edelman

7. Mr. Edelman is a biased, long-standing opponent of our company. His description of qualifications fails to mention that he was retained as an expert in a putative class action dismissed with prejudice because plaintiff never even had Zango/180solutions on his computer. *See* Kevin Osborn Declaration, ¶12.

8. In paragraph 16, Mr. Edelman states, "Zango tracks what web sites the user visits…" This is incorrect. Zango's software is resident on the user's PC and only looks for keywords on a web page that relate to relevant ad inventory. No tracking of web sites takes place. If the user is distracted and delayed more than she is willing to accept (having consented to the installation), uninstallation is easy, complete, and irrevocable. As to the alleged cost to productivity, users provide informed consent (which Mr. Edelman doesn't deny) and have the ability to uninstall Zango at any time they believe the value proposition Zango offers is insufficient to offset any perceived productivity loss.

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9. In paragraph 17, Mr. Edelman claims that pop ups are not mentioned. This is incorrect. *See* EX 3, a true and accurate copy of a screen shot of initial screen where the user gets plain language disclosure and further info on the content prior to giving consent.

10. In paragraph 18, Mr. Edelman incorrectly claims Zango compromises user privacy. Zango does not collect any personally identifiable information. Mr. Edelman's assertion that the Zango software transmits detailed information to our servers is unsubstantiated and false. Mr. Edelman cites himself to buttress his claim. He has no personal knowledge of this claim against Zango.

11. In paragraph 19, Mr. Edelman claims users have no way to verify Zango follows its privacy policy. However, the same can be said for any other company or entity on the Internet. How do I verify that Harvard's promises about privacy – whatever they are – are legitimate?

12. Mr. Edelman's paragraph 20 is incorrect. Nearly any web site can track inbound IP addresses. Without requiring a "physical intrusion into the user's residence" as Mr. Edelman asserts is needed, the Internet Service Provider can be contacted and the identical logs and information that Mr. Edelman asserts are unique to Zango could be used to identify the location of the PC, although not the individual using it. By Mr. Edelman's analysis, users seeking to retain their privacy are unlikely to want an IP address assigned by an internet service provider or, barring that, to browse the internet at all.

13. Mr. Edelman's assertions in paragraphs 22-27 relate not to current Zango, but to installations pre-1/1/06 for which Zango has settled all complaints with the FTC. The FTC clearly does not agree with Mr. Edelman's assertions, or it wouldn't have settled with Zango.

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14. In paragraphs 28 and 35, Mr. Edelman fails to mention that this same allegation was both formally filed and reviewed by the FTC. The FTC responded to all claims and found Zango to be in compliance with the Settlement Agreement. Further, there is no evidence of unlabeled ads since November of 2006. All Zango ads are labeled as verified by independent auditor Richard Purcell. I have been a user of Zango software on three separate machines since November 2006 and every ad that I have ever seen has been clearly labeled.

15. Regarding Mr. Edelman's paragraph 29, Zango has multiple products which serve different audiences. Zango changed its corporate name in 2006 to Zango to better reflect the flagship product and to recognize the addition (by acquisition) of Hotbar.com, Inc. Mr. Edelman presents no evidence of confused customers. "Prior bad practices" have been eliminated by virtue of plain language, informed consent on the part of users.

16. Regarding paragraph 32, Mr. Edelman presents no evidence of "massive user complaints." Users simply need to uninstall Zango if they are not satisfied. Contrary to Mr. Edelman's "opinion," users rarely, if ever, need assistance removing Zango from their computers. Zango provides instructions on uninstallation both from a constantly present Zango icon in the users system tray, on the Zango website, and through customer support.

17. Regarding the FTC investigation discussed in paragraph 33, this is true, but related to practices that ended in 2005. Also see the Osborn Declaration on this issue. Zango initiated the changes to its business practices prior to the FTC's involvement and finalized the major elements of that change by the end of 2005 at the latest.

18. The FTC itself disagrees with Mr. Edelman's claims in paragraph 34. The FTC specifically acknowledged Mr. Edelman (and his counterpart Eric Howes) in the comments to

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the FTC settlement and agreed that Zango was in compliance with the settlement. Mr. Edelman himself acknowledges in a difficult-to-find addendum to his November 2006 blog post that Zango is in compliance with the FTC order. (*See* Ben Edelman at benedelman.org Update to November 2006 report in December 2006.)

19. Regarding paragraph 36, Mr. Edelman provides no citation for his April 28, 2007 observance of non-standard practices (nor does he really even spell out what he's complaining about). Zango servers provide clear and prominent disclosure of material terms and will only install with express consent. Zango remains in full compliance with the FTC order.

20. Regarding paragraph 38, Mr. Edelman's term "much hated pop-ups" is rendered meaningless by the fact that users provide consent to install and on-going consent to keep the Zango software on their PC. The FTC has reviewed Mr. Edelman's complaints and found Zango to be in compliance. Mr. Edelman also talks here about "material effects" as being what the FTC demands be disclosed, including "detriments." The FTC consent agreements speak actually to "material terms," not "material effects." Here is the phrase, from the definition of express consent: "[Zango shall] clearly and prominently disclose the material terms of such software program or application prior to the display of, and separate from, any final [EULA]." We do that – our consent screen contains a separate plain language disclosure separate from our EULA. It is not Richard Purcell who "misunderstands" the FTC's requirements. It is Mr. Edelman who misconstrues those requirements.

21. Regarding Mr. Edelman's paragraph 39, "stop junk emails" refers to a Zango product called SpamBlockerUtility that, in fact, stops junk emails. There is nothing misleading about the value proposition offered when the customer decides whether to consent to the

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installation. Zango does not show ads with a "fake user interface" for Zango products. Such ads are against Zango policies and advertisers that show such ads are terminated until they modify their ad campaign. Mr. Edelman provides no examples of such fake user interface ads.

22. Regarding Mr. Edelman's paragraph 40, all claims against Zango advertisers post 1/1/06 should be reviewed relative to how quickly Zango determined that advertising practices were in breach of Zango's clearly stated terms and conditions and how quickly that advertiser was suspended. Fullcontext "spyware" was shut down immediately upon learning of practices outside the terms and conditions of the Zango publisher program.

23. Regarding paragraph 41, again, the FTC reviewed all comments to the FTC settlement agreement filed in November 2006 and found Zango to be in compliance with the FTC settlement agreement. Further, in any rare instance that a user claims they received a non-consensual installation post 1/1/06, the user simply has to uninstall the application via the standard Windows Add/Remove Programs. Zango frequently notifies customers (after 72 hours and again every 3 months) that the Zango software is installed on their PC and provides instructions to remove/uninstall the software should the user choose to do so. The February 2006 incident involved hacks to our software. All users who have installed Zango's applications or products since 1.1.06 have done so consensually.

24. Regarding paragraph 42, Mr. Edelman's term "hidden programs" is asserted without any evidence or basis in fact. All ads are clearly labeled (see Richard Purcell report.)

25. Regarding paragraph 45, Mr. Edelman clearly does not understand that detailed information about the users' browsing is not needed for Zango's software to function. The Zango software looks for keywords (e.g. Mortgages, Jobs, Spam, etc.) within the page and

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requests an ad from the Zango server if a keyword is found on the browser. Zango does not harm the users PC or the users security.

26. Regarding paragraph 46, Mr. Edelman is incorrect in his unsupported assertions that Zango claims commissions from Netflix. While a Zango advertiser may attempt to target relevant web sites with Netflix advertisements, the advertisers are barred from having Netflix affiliations by the Zango terms and conditions. If an advertiser is found to be using Zango to claim commissions from an affiliate web program, Zango will suspend the advertisers account until they are in compliance. Further, Zango is not aware of any representatives of Netflix asserting that they were harmed by the Netflix advertisements.

27. Regarding paragraph 47, Mr. Edelman's claims of click fraud are from April 2006. Mr. Edelman's allegations refer to advertisers in violation of the Zango terms and conditions. Immediately upon learning of any violation, Zango suspends the advertisers account until the advertiser is in compliance. Further, Zango is not aware of any representatives of Yahoo asserting that they were harmed by the click fraud.

28. Regarding paragraphs 48-49, Mr. Edelman tested the version of Spyware Doctor made available on May 30, 2007 presumably labeled 5.0.0.185 (although he doesn't appear to say which version it actually was). Mr. Edelman did not test the readily available 5.0.0.169 which deletes or damages the Zango installations without user intervention.

29. Regarding paragraph 50, when the claim was initially filed, the version of Spyware Doctor available on the Google website damaged or removed Zango installations without user consent. Further, potential customers were unable to install Zango on their PC while 5.0.0.169 and 5.0.0.184 were available. Zango's claim at the time of filing the complaint

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was accurate. Zango labs were unable to see a distinction between versions of the PC Tools software available on the Google site until less than 24 hours before PC Tools was ordered to file a response to Zango's TRO order. Further, Zango learned on May 28th, 2007 that PC Tools acquired a company in Colorado called Novatix. Zango testing reveals that the software produced by the company acquired by PC Tools exhibits similar behavior to the software available on the Google website 48 hours ago. As such, Zango believes the harms claimed by PC Tools software are true and on-going. (See Ex. 4, screenshots of 5.0.0.169 from 5/31 showing Spyware Doctor damaging or deleting Zango software from a users PC without user consent and without an "auto-upgrade" functionality as claimed by PC Tools.)

30. Regarding paragraph 51, Zango is not spyware. Spyware is a defined term. *See* Miriam Webster definition ("software that is installed in a computer without the user's knowledge and transmits information about the user's computer activities over the Internet"), at http://www.merriam-webster.com/dictionary/spyware. Zango neither installs without user consent nor "spies" on a user by collecting personally identifiable information.

31. Regarding paragraph 52, Mr. Edelman admits nonconsensual installations have ceased. Mr. Edelman provides no evidence or facts that support his assertion that prior installations may be present on some users' computers. "Spyware" is not a generic catch-all. "Malware" has become the industry's generic catch-all, but Mr. Edelman cannot claim that Zango offers "malware" since Zango's software provides plain language disclosures prior to installation and neither harms the users PC nor their personal privacy. Mr. Edelman attempts to assert, without evidence, that showing ads is a detriment to users and therefore falls under the heading of "spyware." *See* Spyware definition in paragraph 30, supra. Zango customers have

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either chosen to accept the value proposition offered by Zango (content in exchange for ad viewing) or have, in some cases, paid for the premium versions of Zango's software. Subjective assessments by Mr. Edelman as to what is considered a "users' detriment" should be left in the hands of the users that have consensually installed and kept the software.

32. In paragraph 53, Mr. Edelman is wrong, as PC Tools' own Research Chief concedes. *See* email from Jim Meem, head of PC Tools Malware Research Centre stating that Zango and Seekmo have been reviewed within the PC Tools malware lab and have been found not to be "malicious."

33. Regarding paragraph 54, Zango is not an "infection." Mr. Edelman concedes Zango "has recently ceased nonconsensual installations." The term "infection" should only be used when a computer program is a virus (thus the term "infection") or some other form of "malware" that the user has not consented to prior to installation. See all relevant responses above showing that Zango users provide informed consent to installation and retain the ability to uninstall Zango through normal Windows Add/Remove Programs.

34. Regarding paragraph 55, Mr. Edelman admits Seekmo is installed with consent in every instance. Mr. Edelman admits that Seekmo users have received a meaningful opportunity to grant or deny consent. Seekmo is identical to Zango in every technical detail except for the name of the product. Mr. Edelman essentially acknowledges what Jim Meem discovered months ago – Zango software is not malicious.

35. Regarding paragraphs 56-57, Mr. Edelman is correct that Zango and Seekmo are functionally identical. Thus, his assertions of proper practices by Seekmo should be extended to include Zango as well. Hotbar and SpamBlocker are essentially the same product and Mr.

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Edelman has raised no substantive issues as to why either should be blocked. It appears that he did not test Hotbar to determine whether it was, in fact, malicious. We assert that Hotbar and SpamBlocker are not malicious and as such, neither should be blocked by PC Tools.

36. Regarding paragraphs 58-60, Mr. Edelman cites Webroot and Sunbelt, both corporate members of the Anti-Spyware Coalition of which PC Tools is a member. The assertions made by Webroot and Sunbelt fail to disprove any of the responses included within this response to Mr. Edelman's assertions. Mr. Edelman is incorrect in asserting without supporting evidence that Zango uses "thousands of distributors." Zango does not have a thousand distributors. He is also incorrect in asserting without supporting evidence that Zango has no "rigorous oversight or control" of distributors. Zango has enforced all the terms and conditions for advertisers and has suspended or terminated several advertisers within minutes of learning that the advertisers conduct was outside the Zango terms and conditions. Mr. Edelman's assertion that Zango "pumped millions of dollars" and damaged "millions of computers" is unsupported by facts and is blatantly false and self serving in his capacity as a paid expert for the anti-spyware industry.

37. Regarding paragraph 61, Mr. Edelman asserts that prior nonconsensual installations exist despite the fact that he is fully aware that as part of the FTC consent order, Zango was required to either re-message all existing Zango customers or cease all communications with such customers. Zango complied with that order (see Richard Purcell) and has not contacted any installations prior to 1/1/06 unless they specifically "opted in" to upgrade to the post 1/1/06 version of Zango's software.

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38. As to Mr. Edelman's assertion that a software vendor's reputation should be a factor in assessing how software should be classified is subject to a test of reasonableness. Companies like PC Tools that benefit financially from labeling software as a virus or spyware should not be given a blank check to rely on reputation issues indefinitely. At some point, PC Tools must stop providing their customers with false information about Zango. It is clear from Richard Purcell, Jim Meem, and the FTC that PC Tools has removed user choice and consent from their customers, jettisoned any notion of accurate labeling, and has scrambled since Zango's initial filing of this complaint to modify the way Zango is labeled. Unfortunately, while PC Tools was claiming its sincere intent to settle all claims with Zango, they could only change a few labels about Zango software. They acknowledge through their new labeling that Zango is not malicious. They acknowledge that Zango is not an elevated risk. They acknowledge that Zango isn't even spyware. Unfortunately, they refuse to modify their software enough in the days since the filing of this complaint to eliminate the incorrect "infection" labeling. Obviously, it is unreasonable to assert that Zango's software should be categorized as "spyware," an "elevated risk," or even "malicious" when such information is not only false in the opinion of the head of PC Tools Malware Research Centre, Jim Meem, but also by the most recent (as of yesterday) version of PC Tools Spyware Doctor.

Response to Declaration of John Sarapuk

39. Mr. Sarapuk's declaration is riddled with contradictions and inconsistencies, some of which border on outright misstatements of fact. He has very little first hand knowledge of the communications that occurred between PC Tools and Zango over the past two years.

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40. Regarding paragraph 9, "it is ultimately the computer user's choice as to what to keep on their computer," this is in direct conflict with the way PC Tools treated Zango during 2007. PC Tools started the year by removing the software download link from www.seekmo.com, a Zango owned website, without obtaining any user consent or providing the user a choice in the matter. Then, PC Tools began the removal of previously installed Zango software without user consent or the ability to halt the damage. To make matters worse, PC Tools took the user's choice away from the users based on database descriptions that PC Tools knew or should have known were out of date. Further, PC Tools has the most egregious scanning results of any scanning application vendor in the industry. While most vendors will find between 1 and 5 instances of Zango's software on a scanned PC, PC Tools would routinely find over 1,300 "infections" effectively taking the user's choice away from them through the process of instilling fear that their computer was infected or that their personal security was in jeopardy. Ultimately, PC Tools found it more profitable to remove the user's ability to choose whether or not to pay PC Tools for its software.

41. Regarding paragraph 11, "Spyware Doctor ... has an On Guard function that the user can choose to automatically detect and remove software programs classified as Low risk or higher." This is NOT true of Spyware Doctor version 5.0.0.169 as downloaded and tested by Zango on May 31, 2007.

42. Regarding paragraph 12, Mr. Sarapuk fails to mention that the primary source of revenue for PC Tools is the "free" diagnostic version of Spyware Doctor available from the PC Tools website (www.pctools.com.) This diagnostic tool, last tested by Zango as version 5.0.0.186, notifies the potential customer that there are hundreds if not thousands of "infections"

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on their PC. The user is then scared into paying PC Tools for the ability to remove the "infections." In the industry, this tactic is referred to as "Scare-ware" and it is reprehensible, especially when PC Tools "detects" a substantially higher number of "infections" than any other similarly situated scanning application. (See email thread Exhibit 2 in the attachments of Mr. Sarapuk's declaration stating that PC Tools detected over 1,000 "infections" from a single installation of Zango.)

43. Regarding paragraph 14, PC Tools has never made an effort to reclassify or accurately label Zango's software (notwithstanding efforts made since the filing of this cause of action.) The Exhibit 2 email Mr. Sarapuk provides shows repeated efforts by PC Tools to find excuses to delay reviewing Zango's software to avoid making accurate statements to their users.

44. Regarding paragraph 16, Mr. Sarapuk claims "Zango went so far as to victimize PC Tools itself." Mr. Sarapuk knows, or should know, that this is an absolute falsehood. The emails (again Exhibit 2) make clear that at all times PC Tools was fully aware that the "victimization" was caused by a rogue 3rd party that used Zango's software to display advertisements. PC Tools notified Zango of the behavior and Zango immediately took action to rectify the situation. Mr. Sarapuk's misstatement is an attempt to distort the facts clearly laid out in his Exhibit 2.

45. Regarding paragraph 19, PC Tools could have filed a declaration from Mr. Meem (a PC Tools employee), but has instead chosen to file declarations from people with little or no personal knowledge of the correspondence between Mr. Meem, Mr. Sommers, and Zango. Mr. Meem's comment that Seekmo is not malicious is not an "isolated statement" but is further supported by a later email from Mr. Meem (see Exhibit 2 at page 53 of 114, "I am not going to

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lower any risks on legacy 180solutions files unless we can establish **their behavior has been changed as it has with Seekmo and Zango.**" (Emphasis added.))

46. Regarding paragraph 20, Mr. Sarapuk attempts to claim that there is on-going "troublesome" characteristics in Zango's software. However, PC Tools has lowered the threat level of Zango's software to Info or "PUA" which "**present[s] no known risks.**" Emphasis added. Nachiketa Thakur's report is cited as a means of keeping Mr. Meem, the Head of the Malware Research Centre, from contradicting his earlier findings. Nachiketa's report claims in Exhibit 3 on page 60 of 114 that "it should ask for consent which it never asks (sic)…" yet this clearly contradicts the consent screens plainly displayed previously on page 58. Nachiketa similarly misrepresents the Hotbar product on page 62 of 114, "can't see any express consent thing or not even a clear way to look at the EULA (sic)." On the previous page (p. 61 of 114), however, Nachiketa ignores the plain language disclosure on the Hotbar.com website and the links to the Zango Privacy Policy and EULA. Then, at Page 63 of 114, Nachiketa claims, "no information about what is being installed" despite the fact that the very screen shot on the page lists the Hotbar product and provides the user with additional opportunities to stop the installation. Nachiketa displays three unlabeled ads on pages 65-67 of 114 and never performs any analysis to determine what generated the ads. The ads are not coming from Zango software, as all Zango ads are labeled and these are clearly not labeled. These ads appear to be the type of ad generated directly from a website that Nachiketa has visited as opposed to those generated by Zango. Without any forensic evidence, it is difficult to decipher what Nachiketa is hoping to show. It appears he has numerous web browser windows open on his desktop (all minimized to the tray on bottom) any one of which could be the source of an unlabeled ad not sent from

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Zango. Nachiketa makes no effort to click through the ads to see where they lead or, if he did, chose not to take screen shots of those efforts.

47. Regarding paragraphs 22-25, it is less than coincidental that PC Tools suddenly had an inspiration to perform a Zango rebranding after Zango filed this complaint.

48. Regarding paragraph 26, Ex. 4 shows several screenshots from other scanning application vendors. Aside from Kaspersky, a Moscow company that supplies PC Tools' anti-virus engine "KAV", all the other screen shots appear to depict the users having a choice as to whether or not they wish to remove the Zango software. This remains untrue for PC Tools customers using version 5.0.0.169 and the new Novatix Cyberhawk product. One other interesting note about the screen shots provided by PC Tools in Exhibit 4 – No other company finds over 50 "infections" based on a single installation of Zango's product, let alone the 1000+ found by PC Tools. Clearly, PC Tools has found itself outside the normal practices of the industry in which they reside.

49. Regarding paragraph 27, Mr. Sarapuk claims that PC Tools has gained no financial benefit from the labeling treatment of Zango they refused to review for over two years and yet Mr. Sarapuk himself states (at page 3 of 11 line 11 of Decl. of John Sarapuk) that "the MRC has compiled a detection database identifying over 3,500 malicious and potentially unwanted software programs." By Mr. Sarapuk's admission and the testing performed by myself on our test machines, Zango's detections represented greater than one-third of all PC Tools detections (see screen shots attached showing PC Tools detection of over 1,000 "infections" from a single installation of Zango.) The primary source of PC Tools revenue comes from users scared into purchasing "protection" from PC Tools based on misrepresentations made by PC

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Tools "free" diagnostic tool. A substantial part of the revenue then comes from the on-going, incorrect mislabeling and egregious detection scheme used to vilify Zango.

50. Regarding paragraph 28, Mr. Sarapuk misunderstands Zango's intentions. Zango is not seeking an injunction "to reclassify Zango's programs to what Zango preferred the classification to be..." Zango seeks that all harm to Zango, whether through the damage to existing customers or the prevention of new Zango installations be stopped immediately. Zango's only interest in the classifications is that, if they are needed, and arguably, they are not, that they be based in fact and not on scare tactics designed to frighten the customer into paying PC Tools and removing Zango.

I declare under penalty of perjury pursuant to the laws of the State of Washington that the foregoing is true and correct.

DATED this 1 day of June, 2007, at Bellevue, Washington.

Gregg Berretta

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CERTIFICATE OF SERVICE

I hereby certify that on June 1, 2007, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following persons:

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